

TAMPA

November 9, 2009

*Via Electronic Mail  
and FedEx*

Brad Cornelius, AICP  
Planning Manager  
Sumter County  
910 N. Main Street, Suite 301  
Bushnell, FL 33513

RE: Florida Grande Motor Coach Resort, Inc.  
--- Review Hearing on Impact Fees Claimed By Sumter County, Florida  
Our File No. 09-3921

Dear Mr. Cornelius:

As you know, this firm represents Florida Grande Motor Coach Resort, Inc. ("**Florida Grande**") in connection with the above matter. We've discussed with our clients the possibility of payment "under protest" of a portion of the impact fees described in our letter of November 4<sup>th</sup> to Sumter County. In effect, this would partially modify our request to Sumter County for review of impact fees claimed. Our client would be requesting review of the impact fees paid "under protest," as well as the substance of the original request, which involves a comprehensive proposal.

Under the revised proposal, which we understand you also have discussed with our client's contractor, Philip Dobson, Sumter County would divide Florida Grande Motor Coach Resort (the "**Project**"), tying impact fee calculations to the current phasing plan for the Project: Phase I and Phase II. We understand that the County was not aware of the phasing of the Project approved by the City of Center Hill and the United States Bankruptcy Court. Phase I would consist of 215 subdivided lots with related infrastructure and amenities, most of such lots having been sold previously to purchasers. Phase II would consist of the remaining 284 lots and related infrastructure and amenities. A majority of lots within Phase II remain unsold and owned by Florida Grande.

Upon acceptance of this proposal by Sumter County, Florida Grande would pay the sum of \$74,510.40 (based on \$346.56 per lot multiplied by 215 lots) to the County, "under protest," by corporate check. In exchange for this payment, the County would issue the construction permits for the Phase I clubhouse facility and swimming pool, parking areas, streets and roads,

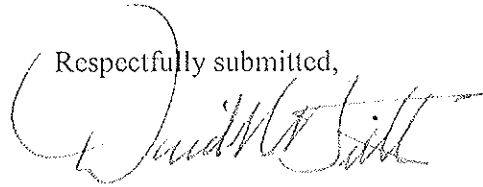
fire mains, landscaping and irrigation facilities, and all other Phase I infrastructure. If requested, by Florida Grande or its contractor, the County would also issue such permits as may be necessary for construction of the so-called "Grand Suites" structures on some of the lots in Phase I.

Our client's difficult time frame for completion of the Phase I amenities, particularly the clubhouse and water treatment plant, makes it imperative that such construction not be interrupted. Thus, upon payment of the impact fees for Phase I under protest by Florida Grande as described above, we would expect that the permits would not be cancelled or withdrawn by Sumter County, regardless of the resolution of the matter on December 8<sup>th</sup>. Florida Grande, of course, must comply with all other conditions of such permits.

We need not address payment of the impact fees on Phase II of the Project, because this will be covered by the BOCC's decision at hearing on December 8th.

If Sumter County is unwilling to accept the above proposal, then Florida Grande continues to reserve all of its legal rights with respect to the validity and application of the impact fee ordinance and the matters stated, including those asserted in our letter of November 4th.

Respectfully submitted,



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cc: Florida Grande Motor Coach Resort, Inc.